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13 SERVICES CO., LLC; ADAM CARDWELL and  
14 COREY RAMSDEN SCOTT fka COREY  
15 RAMSDEN

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

FRANK MENDONSA, an individual,

Plaintiff,

v.

LAND O'LAKES, INC., a Minnesota  
corporation; LAND O'LAKES INSURANCE  
SOLUTIONS, LLC, a Minnesota limited  
liability company; BUYPOINT SERVICES  
CO., LLC, a Minnesota limited liability  
company; ADAM CARDWELL, an individual;  
COREY RAMSDEN SCOTT fka COREY  
RAMSDEN, an individual; and DOES 1 to 50,  
inclusive,

Defendants.

Case No. 1:22-cv-00731-KES-BAM

STIPULATED ~~{PROPOSED}~~  
PROTECTIVE ORDER

1     1.     PURPOSES AND LIMITATIONS

2                 Plaintiff Frank Mendonsa (“Plaintiff”) presently brings claims of negligence, professional  
3     negligence, negligent misrepresentation, and a UCL claim based on Defendants’<sup>1</sup> alleged failure to  
4     procure Plaintiff an agricultural DRP insurance policy from an insurance company, Producers  
5     Agricultural Insurance Co. Disclosure and discovery activity in this action are likely to involve  
6     production of confidential, proprietary, or private information for which special protection from  
7     public disclosure and from use for any purpose other than prosecuting this litigation. Specifically,  
8     pursuant to Local Rule 141.1(c), the types of confidential, proprietary, or private information the  
9     parties anticipate may be exchanged<sup>2</sup> and for which the protections herein are sought includes, but  
10    is not limited to:

11                 (a)    Documents and evidence relating to a confidential arbitration proceeding concerning  
12    the subject matter of this litigation and that involved Plaintiff and a related non-party;

13                 (b)    Financial data normally protected from disclosure that was associated with  
14    applications for insurance or policies of insurance, and/or bank accounts;

15                 (c)    Defendants’ and Plaintiff’s business information not limited to employment  
16    information and/or operational or competitive information concerning Defendants’ involvement in  
17    applications or procurement of insurance policies of the type at issue in the litigation, including all  
18    financial and business-specific performance data.

19                 These documents should be protected from disclosure because they contain confidential,  
20    proprietary, or private and sensitive information, which is protected from disclosure which, if  
21    disclosed publicly and outside of the scope of this present litigation, could cause harm to the Parties  
22    (including competitive harm) and to third parties to this litigation.

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25                 <sup>1</sup> “Defendants” are Defendants Land O’Lakes, Inc., Land O’Lakes Insurance Solutions, LLC,  
26    Buypoint Services Co., LLC, Adam Cardwell, and Corey Ramsden Scott.

26                 <sup>2</sup> By these recitations neither party is conceding the relevance nor discoverability of any particular  
27    information within the categories listed, but simply wish to identify general categories of  
28    information normally subject to protection that is reasonably anticipated to be inquired about in this  
   litigation.

1           The parties believe that the terms and conditions set forth below should be entered by a  
 2 court order, as opposed to a private agreement between or among the parties, because the terms  
 3 herein will pertain solely to the production and use of discovery in this action, will set forth  
 4 procedures by which the parties can expeditiously resolve confidentiality or privilege-related  
 5 disputes before the Court, and will govern potential discovery from third parties who would not  
 6 otherwise be subject to a private agreement.

7           Accordingly, the parties hereby stipulate to and petition the court to enter the following  
 8 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
 9 protections on all disclosures or responses to discovery and that the protection it affords from public  
 10 disclosure and use extends only to the limited information or items that are entitled to confidential  
 11 treatment under the applicable legal principles. The parties further acknowledge, as set forth in  
 12 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential  
 13 information under seal; Civil Local Rule 141 sets forth the procedures that must be followed and  
 14 the standards that will be applied when a party seeks permission from the court to file material  
 15 under seal.

16           2. DEFINITIONS

17           2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
 18 information or items under this Order.

19           2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
 20 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
 21 Civil Procedure 26(c).

22           2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
 23 as their support staff).

24           2.4 Designating Party: a Party or Non-Party that designates information or items that it  
 25 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

26           2.5 Disclosure or Discovery Material: all items or information, regardless of the  
 27 medium or manner in which it is generated, stored, or maintained (including, among other things,  
 28 testimony, transcripts, and tangible things), that are produced or generated in disclosures or

1 responses to discovery in this matter.

2       2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to  
3 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
4 consultant in this action.

5       2.7    House Counsel: attorneys who are employees of a party to this action. House  
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7       2.8    Non-Party: any natural person, partnership, corporation, association, or other legal  
8 entity not named as a Party to this action.

9       2.9    Outside Counsel of Record: attorneys who are not employees of a party to this action  
10 but are retained to represent or advise a party to this action and have appeared in this action on  
11 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

12       2.10   Party: any party to this action, including all of its officers, directors, employees,  
13 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

14       2.11   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
15 Material in this action.

16       2.12   Professional Vendors: persons or entities that provide litigation support services  
17 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
18 storing, or retrieving data in any form or medium) and their employees and subcontractors.

19       2.13   Protected Material: any Disclosure or Discovery Material that is designated as  
20 “CONFIDENTIAL.”

21       2.14   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
22 Producing Party.

23       3.      SCOPE

24       The protections conferred by this Stipulation and Order cover not only Protected Material  
25 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
26 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
27 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
28 However, the protections conferred by this Stipulation and Order do not cover the following

1 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
2 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
3 publication not involving a violation of this Order, including becoming part of the public record  
4 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
5 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
6 information lawfully and under no obligation of confidentiality to the Designating Party. Any use  
7 of Protected Material at trial shall be governed by a separate agreement or order.

8 4. DURATION

9 Even after final disposition of this litigation, the confidentiality obligations imposed by this  
10 Order shall remain in effect until the earlier of: (i) a Designating Party agrees otherwise in writing  
11 or a court order otherwise directs; or (ii) seven (7) years after the entry of the Stipulated Protective  
12 Order by the Court Final disposition shall be deemed to be the later of (1) dismissal of all claims  
13 and defenses in this action, with or without prejudice; and (2) final judgment herein after the  
14 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
15 including the time limits for filing any motions or applications for extension of time pursuant to  
16 applicable law.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
19 Non-Party that designates information or items for protection under this Order must take care to  
20 limit any such designation to specific material that qualifies under the appropriate standards. The  
21 Designating Party must designate for protection only those parts of material, documents, items, or  
22 oral or written communications that qualify – so that other portions of the material, documents,  
23 items, or communications for which protection is not warranted are not swept unjustifiably within  
24 the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
26 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
27 encumber or retard the case development process or to impose unnecessary expenses and burdens  
28 on other parties) expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it designated for  
2 protection do not qualify for protection, that Designating Party must promptly notify all other  
3 Parties that it is withdrawing the mistaken designation.

4       5.2     Manner and Timing of Designations. Except as otherwise provided in this Order  
5 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
6 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
7 designated before the material is disclosed or produced.

8           Designation in conformity with this Order requires:

9               (a) for information in documentary form (e.g., paper or electronic documents, but  
10 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
11 affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion  
12 or portions of the material on a page qualifies for protection, the Producing Party also must clearly  
13 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

14           A Party or Non-Party that makes original documents or materials available for inspection  
15 need not designate them for protection until after the inspecting Party has indicated which material  
16 it would like copied and produced. During the inspection and before the designation, all of the  
17 material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting  
18 Party has identified the documents it wants copied and produced, the Producing Party must  
19 determine which documents, or portions thereof, qualify for protection under this Order. Then,  
20 before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL"  
21 legend to each page that contains Protected Material. If only a portion or portions of the material  
22 on a page qualifies for protection, the Producing Party also must clearly identify the protected  
23 portion(s) (e.g., by making appropriate markings in the margins).

24               (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
25 Designating Party identify on the record, before the close of the deposition, hearing, or other  
26 proceeding, all protected testimony.

27               (c) for information produced in some form other than documentary and for any other  
28 tangible items, that the Producing Party affix in a prominent place on the exterior of the container

1 or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a  
2 portion or portions of the information or item warrant protection, the Producing Party, to the extent  
3 practicable, shall identify the protected portion(s).

4       5.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
5 designate qualified information or items does not, standing alone, waive the Designating Party's  
6 right to secure protection under this Order for such material. Upon timely correction of a  
7 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
8 in accordance with the provisions of this Order.

9       6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

10       6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
11 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
12 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
13 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
14 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
15 original designation is disclosed.

16       6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
17 by providing written notice of each designation it is challenging and describing the basis for each  
18 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
19 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
20 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
21 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
22 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
23 Party must explain the basis for its belief that the confidentiality designation was not proper and  
24 must give the Designating Party an opportunity to review the designated material, to reconsider the  
25 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
26 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
27 has engaged in this meet and confer process first or establishes that the Designating Party is  
28 unwilling to participate in the meet and confer process in a timely manner.

1           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
 2 intervention, the Designating Party shall file and serve a motion to retain confidentiality and in  
 3 compliance with Civil Local Rule 141, if applicable) within 21 days of the initial notice of challenge  
 4 or within 14 days of the parties agreeing that the meet and confer process will not resolve their  
 5 dispute, whichever is earlier. Each such motion must be accompanied by a competent declaration  
 6 affirming that the movant has complied with the meet and confer requirements imposed in the  
 7 preceding paragraph. Failure by the Designating Party to make such a motion including the required  
 8 declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
 9 designation for each challenged designation. In addition, the Challenging Party may file a motion  
 10 challenging a confidentiality designation at any time if there is good cause for doing so, including  
 11 a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought  
 12 pursuant to this provision must be accompanied by a competent declaration affirming that the  
 13 movant has complied with the meet and confer requirements imposed by the preceding paragraph.

14           The burden of persuasion in any such challenge proceeding shall be on the Designating  
 15 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
 16 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.  
 17 Unless the Designating Party has waived the confidentiality designation by failing to file a motion  
 18 to retain confidentiality as described above, all parties shall continue to afford the material in  
 19 question the level of protection to which it is entitled under the Producing Party's designation until  
 20 the court rules on the challenge.

21           7.     ACCESS TO AND USE OF PROTECTED MATERIAL

22           7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
 23 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
 24 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
 25 the categories of persons and under the conditions described in this Order. When the litigation has  
 26 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
 27 DISPOSITION).

28           ///

1                   Protected Material must be stored and maintained by a Receiving Party at a location and in  
2 a secure manner that ensures that access is limited to the persons authorized under this Order.

3                   7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
4 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
5 information or item designated “CONFIDENTIAL” only to:

6                   (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees  
7 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information  
8 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is  
9 attached hereto as Exhibit A;

10                  (b) the officers, directors, and employees (including House Counsel) of the Receiving  
11 Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13                  (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
14 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement  
15 to Be Bound” (Exhibit A);

16                  (d) the court and its personnel;

17                  (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and  
18 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20                  (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
21 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
22 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed  
23 deposition testimony or exhibits to depositions that reveal Protected Material must be separately  
24 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
25 Stipulated Protective Order.

26                  (g) the author or recipient of a document containing the information or a custodian or  
27 other person who otherwise possessed or knew the information.

28                  ///

1       8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
2                   LITIGATION

3               If a Party is served with a subpoena or a court order issued in other litigation that compels  
4               disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party  
5               must:

6               (a) promptly notify in writing the Designating Party. Such notification shall include a  
7               copy of the subpoena or court order;

8               (b) promptly notify in writing the party who caused the subpoena or order to issue in  
9               the other litigation that some or all of the material covered by the subpoena or order is subject to  
10               this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

11               (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
12               Designating Party whose Protected Material may be affected.

13               If the Designating Party timely seeks a protective order, the Party served with the subpoena  
14               or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
15               before a determination by the court from which the subpoena or order issued, unless the Party has  
16               obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
17               expense of seeking protection in that court of its confidential material – and nothing in these  
18               provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
19               disobey a lawful directive from another court.

20       9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
21                   LITIGATION

22               (a) The terms of this Order are applicable to information produced by a Non-Party in  
23               this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
24               connection with this litigation is protected by the remedies and relief provided by this Order.  
25               Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional  
26               protections.

27               (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
28               Party’s confidential information in its possession, and the Party is subject to an agreement with the

1 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

2 (1) promptly notify in writing the Requesting Party and the Non-Party that some or  
3 all of the information requested is subject to a confidentiality agreement with a Non-Party;

7 (3) make the information requested available for inspection by the Non-Party.

8 (c) If the Non-Party fails to object or seek a protective order from this court within 14  
9 days of receiving the notice and accompanying information, the Receiving Party may produce the  
10 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely  
11 seeks a protective order, the Receiving Party shall not produce any information in its possession or  
12 control that is subject to the confidentiality agreement with the Non-Party before a determination  
13 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
14 of seeking protection in this court of its Protected Material.

15 || 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16        If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
17 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
18 the Receiving Party must immediately (a) notify in writing the Designating Party of the  
19 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected  
20 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
21 terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and  
22 Agreement to Be Bound” that is attached hereto as Exhibit A.

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
24 MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
26 produced material is subject to a claim of privilege or other protection, the obligations of the  
27 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision  
28 is not intended to modify whatever procedure may be established in an e-discovery order that

1 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d)  
2 and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or  
3 information covered by the attorney-client privilege or work product protection, the parties may  
4 incorporate their agreement in the stipulated protective order submitted to the court.

5 **12. MISCELLANEOUS**

6       12.1   Right to Further Relief. Nothing in this Order abridges the right of any person to  
7 seek its modification by the court in the future.

8       12.2   Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
9 no Party waives any right it otherwise would have to object to disclosing or producing any  
10 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
11 Party waives any right to object on any ground to use in evidence of any of the material covered by  
12 this Protective Order.

13       12.3   Filing Protected Material. Without written permission from the Designating Party or  
14 a court order secured after appropriate notice to all interested persons, a Party may not file in the  
15 public record in this action any Protected Material. A Party that seeks to file under seal any  
16 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed  
17 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
18 issue.

19 **13. FINAL DISPOSITION**

20       Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
21 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
22 As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
23 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
24 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
25 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
26 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material  
27 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
28 abstracts, compilations, summaries or any other format reproducing or capturing any of the

1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy  
2 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
3 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant  
4 and expert work product, even if such materials contain Protected Material. Any such archival  
5 copies that contain or constitute Protected Material remain subject to this Protective Order as set  
6 forth in Section 4 (DURATION). Nothing herein shall operate to prevent Counsel from record  
7 keeping in compliance with the applicable state bar requirements.

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9

10 DATED: June 28, 2024

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STOEL RIVES LLP

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13

By: /s/ Thomas A. Woods

14 THOMAS A. WOODS

15 MICHELLE J. ROSALES

16 Attorneys for Defendants

17 LAND O'LAKES, INC.; LAND O'LAKES

18 INSURANCE SOLUTIONS, LLC; BUYPOINT

19 SERVICES CO., LLC; ADAM CARDWELL and

20 COREY RAMSDEN SCOTT fka COREY

21 RAMSDEN

22

23

DATED: June 28, 2024

24

DIAS LAW FIRM, INC.

25

26

By: /s/ Steven E. Alfieris, as authorized on  
6/28/2024

27 MICHAEL A. DIAS

28 STEVEN E. ALFIERIS

ELLA R. FLORESCA

Attorneys for Plaintiff

FRANK MENDONSA

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EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States District Court for  
6 the Eastern District of California on [date] in the case of *Mendonsa v. Land O'Lakes, et al.*, Case  
7 No. 1:22-cv-00731-ADA-BAM. I agree to comply with and to be bound by all the terms of this  
8 Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
9 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
10 not disclose in any manner any information or item that is subject to this Stipulated Protective Order  
11 to any person or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the Eastern  
13 District of California for the purpose of enforcing the terms of this Stipulated Protective Order,  
14 even if such enforcement proceedings occur after termination of this action.

15 I hereby appoint \_\_\_\_\_ [print or type full name] of  
16 \_\_\_\_\_ [print or type full address and telephone number]  
17 as my California agent for service of process in connection with this action or any proceedings  
18 related to enforcement of this Stipulated Protective Order.

20 Date: \_\_\_\_\_

21 City and State where sworn and signed: \_\_\_\_\_

23 Printed name: \_\_\_\_\_

25 | Signature: \_\_\_\_\_

1 **ORDER**

2 Having considered the above stipulation and finding good cause, the Court adopts the  
3 signed stipulated protective order.

4 The parties are advised that pursuant to the Local Rules of the United States District  
5 Court, Eastern District of California, any documents subject to the protective order to be filed  
6 under seal must be accompanied by a written request which complies with Local Rule 141 prior  
7 to sealing. The party making a request to file documents under seal shall be required to show  
8 good cause for documents attached to a non-dispositive motion or compelling reasons for  
9 documents attached to a dispositive motion. *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-  
10 78 (9th Cir. 2009). Within five (5) days of any approved document filed under seal, the party  
11 shall file a redacted copy of the sealed document. The redactions shall be narrowly tailored to  
12 protect only the information that is confidential or was deemed confidential.

13 Additionally, the parties shall consider resolving any dispute arising under the protective  
14 order according to the Court's informal discovery dispute procedure.

15 IT IS SO ORDERED.

16 Dated: July 1, 2024

17 /s/ Barbara A. McAuliffe  
18 UNITED STATES MAGISTRATE JUDGE

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